

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT

BY: COMPLAINT INFORMATION INDICTMENT
 SUPERSEDING

OFFENSE CHARGED

Count 1 - 18 U.S.C. § 371 - Conspiracy
 Count 2 - 18 U.S.C. § 666(a)(1)(B) - Bribery Concerning
 Programs Receiving Federal Funds
 Count 4 - 18 U.S.C. § 1349 - Conspiracy
 Counts 5-7 - 18 U.S.C. § 1341, 1343, 1349 - Honest Services
 Mail and Wire Fraud

PENALTY: See attached.

Petty
 Minor
 Misdemeanor
 Felony

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

Sheng Thao

DISTRICT COURT NUMBER

CR 25 0003 YGR

DEFENDANT

IS NOT IN CUSTODY

Has not been arrested, pending outcome this proceeding.

1) If not detained give date any prior summons was served on above charges →

2) Is a Fugitive

3) Is on Bail or Release from (show District)

FILED
JAN 09 2025

IS IN CUSTODY

4) On this charge

5) On another conviction

6) Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

Has detainer Yes
 been filed? No

} If "Yes"
 give date
 filed

DATE OF
 ARREST

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED
 TO U.S. CUSTODY

Month/Day/Year

This report amends AO 257 previously submitted

Name and Office of Person
 Furnishing Information on this form Patrick Robbins

U.S. Attorney Other U.S. Agency

Name of Assistant U.S.
 Attorney (if assigned) Abe Fine & Molly Priedeman

ADDITIONAL INFORMATION OR COMMENTS

PROCESS:

SUMMONS NO PROCESS* WARRANT

If Summons, complete following:

Arraignment Initial Appearance

Defendant Address:

Bail Amount: No Bail

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time: _____ Before Judge: _____

Comments:

United States v. Thao, et al.

**PENALTY SHEET
SHENG THAO**

COUNT ONE:

18 U.S.C. § 371 – Conspiracy

Maximum penalties: Five years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT TWO:

18 U.S.C. § 666(a)(1)(B) - Bribery Concerning Programs Receiving Federal Funds

Maximum penalties: Ten years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT FOUR:

18 U.S.C. § 1349 – Conspiracy

Maximum penalties: Twenty years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNTS FIVE, SIX & SEVEN:

18 U.S.C. §§ 1341, 1343, 1346 – Honest Services Mail Fraud and Wire Fraud

Maximum penalties: Twenty years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

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PENALTY: See attached.



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NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

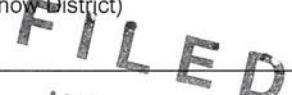
 Andre Jones

DISTRICT COURT NUMBER

CR 25 0003 YGR

DEFENDANT

IS NOT IN CUSTODY

Has not been arrested, pending outcome this proceeding.
 1) If not detained give date any prior summons was served on above charges 2) Is a Fugitive3) Is on Bail or Release from (show District) FILED

JAN 09 2025

IS IN CUSTODY

4) On this charge5) On another conviction6) Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 } Federal State

} Federal State

Has detainer Yes
 been filed? No} If "Yes"
 give date
 filed

Month/Day/Year

DATE OF ARREST 

Month/Day/Year

DATE TRANSFERRED TO U.S. CUSTODY Name and Office of Person
 Furnishing Information on this form Patrick Robbins U.S. Attorney Other U.S. AgencyName of Assistant U.S.
 Attorney (if assigned) Abe Fine & Molly Priedeman This report amends AO 257 previously submitted

PROCESS:

 SUMMONS NO PROCESS* WARRANT

Bail Amount: No Bail

If Summons, complete following:

 Arraignment Initial Appearance

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Defendant Address:

Date/Time: _____ Before Judge: _____

Comments:

United States v. Thao, et al.

**PENALTY SHEET
ANDRE JONES**

COUNT ONE:

18 U.S.C. § 371 – Conspiracy

Maximum penalties: Five years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT TWO:

18 U.S.C. § 666(a)(1)(B) - Bribery Concerning Programs Receiving Federal Funds

Maximum penalties: Ten years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT FOUR:

18 U.S.C. § 1349 – Conspiracy

Maximum penalties: Twenty years imprisonment

Three years supervised release

\$250,000 fine

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COUNTS FIVE, SIX & SEVEN:

18 U.S.C. §§ 1341, 1343, 1346 – Honest Services Mail Fraud and Wire Fraud

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\$100 special assessment

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BY: COMPLAINT INFORMATION INDICTMENT SUPERSEDING

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 Count 3 - 18 U.S.C. § 666(a)(2) - Bribery Concerning
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 Counts 5-7 - 18 U.S.C. § 1341, 1343, 1349 - Honest Services
 Mail and Wire Fraud

Petty
 Minor
 Misdemeanor
 Felony

PENALTY: See attached.



Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

David Trung Duong

DISTRICT COURT NUMBER

CR 25 0003 YGR

DEFENDANT

IS NOT IN CUSTODY

Has not been arrested, pending outcome this proceeding.

1) If not detained give date any prior summons was served on above charges

2) Is a Fugitive

3) Is on Bail or Release from show District

IS IN CUSTODY

4) On this charge

5) On another conviction

} Federal State

6) Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

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 been filed? No

} If "Yes"
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 filed

Month/Day/Year

DATE OF ARREST

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY

Month/Day/Year

 This report amends AO 257 previously submittedName and Office of Person
Furnishing Information on this form Patrick Robbins U.S. Attorney Other U.S. AgencyName of Assistant U.S.
Attorney (if assigned) Abe Fine & Molly Priedeman

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 SUMMONS NO PROCESS* WARRANT

Bail Amount: No Bail

If Summons, complete following:

 Arraignment Initial Appearance

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Defendant Address:

Date/Time: _____ Before Judge: _____

Comments:

United States v. Thao, et al.

**PENALTY SHEET
DAVID TRUNG DUONG**

COUNT ONE:

18 U.S.C. § 371 – Conspiracy

Maximum penalties: Five years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT THREE:

18 U.S.C. § 666(a)(2) - Bribery Concerning Programs Receiving Federal Funds

Maximum penalties: Ten years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT FOUR:

18 U.S.C. § 1349 – Conspiracy

Maximum penalties: Twenty years imprisonment

Three years supervised release

\$250,000 fine

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COUNTS FIVE, SIX & SEVEN:

18 U.S.C. §§ 1341, 1343, 1346 – Honest Services Mail Fraud and Wire Fraud

Maximum penalties: Twenty years imprisonment

Three years supervised release

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 Count 4 - 18 U.S.C. § 1349 - Conspiracy
 Counts 5-7 - 18 U.S.C. § 1341, 1343, 1349 - Honest Services
 Mail and Wire Fraud
 Count 8 - 18 U.S.C. § 1001(a)(2) - False Statements

PENALTY: See attached.



Petty
 Minor
 Misdemeanor
 Felony

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

OAKLAND DIVISION

DEFENDANT - U.S.

Andy Hung Duong

DISTRICT COURT NUMBER

CR 25 0003 YGR

DEFENDANT

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1) If not detained give date any prior summons was served on above charges2) Is a Fugitive3) Is on Bail or Release from (show District)

FILED
 JAN 09 2025

IS IN CUSTODY

4) On this charge5) On another conviction

} Federal State

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U.S. Attorney Other U.S. Agency

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Defendant Address:

Date/Time: _____ Before Judge: _____

Comments: _____

United States v. Thao, et al.

**PENALTY SHEET
ANDY HUNG DUONG**

COUNT ONE:

18 U.S.C. § 371 – Conspiracy

Maximum penalties: Five years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT THREE:

18 U.S.C. § 666(a)(2) - Bribery Concerning Programs Receiving Federal Funds

Maximum penalties: Ten years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT FOUR:

18 U.S.C. § 1349 – Conspiracy

Maximum penalties: Twenty years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNTS FIVE, SIX & SEVEN:

18 U.S.C. §§ 1341, 1343, 1346 – Honest Services Mail Fraud and Wire Fraud

Maximum penalties: Twenty years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

COUNT EIGHT:

18 U.S.C. § 1001(a)(2) – False Statements

Maximum penalties: Five years imprisonment

Three years supervised release

\$250,000 fine

\$100 special assessment

United States District Court

FOR THE
NORTHERN DISTRICT OF CALIFORNIA

VENUE: OAKLAND

UNITED STATES OF AMERICA,

v.

SHENG THAO,
ANDRE JONES,
DAVID TRUNG DUONG, and
ANDY HUNG DUONG

FILED
09-14
JAN 10 2025

CLERK, U.S. DISTRICT COURT
NORTH DISTRICT OF CALIFORNIA
OAKLAND OFFICE

CR 25 0003

YGR

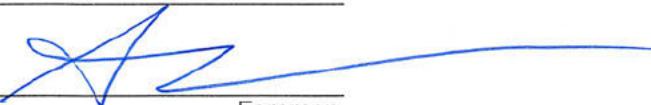
DEFENDANT(S).

INDICTMENT

18 U.S.C. § 371 – Conspiracy;
18 U.S.C. §§ 666(a)(1)(B) and (a)(2) – Bribery Concerning Programs Receiving Federal Funds,
18 U.S.C. § 2 – Aiding and Abetting;
18 U.S.C. § 1349 – Conspiracy;
18 U.S.C. §§ 1341, 1346 – Honest Services Mail Fraud; 18 U.S.C. § 2 – Aiding and Abetting;
18 U.S.C. §§ 1343, 1346 – Honest Services Wire Fraud; 18 U.S.C. § 2 – Aiding and Abetting;
18 U.S.C. § 1001(a)(2) – False Statements;
18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) – Forfeiture Allegation

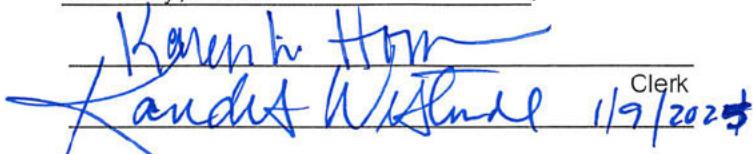
A true bill.

[Redacted]


Foreman

Filed in open court this 9th day of

January, 2025


Clerk
1/9/2025

Bail, \$ Arrest Warrant

Hon. Kandis A. Westmore, U.S. Magistrate Judge

1 PATRICK D. ROBBINS (CABN 152288)
2 Attorney for the United States
2 Acting under Authority Conferred by 28 U.S.C. § 515

FILED

JAN -9 2025

4 CLERK, U.S. DISTRICT COURT
5 NORTH DISTRICT OF CALIFORNIA
6 OAKLAND OFFICE
7
8
9



9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 OAKLAND DIVISION

12
13 UNITED STATES OF AMERICA,

) CASE NO.

14 Plaintiff,

) VIOLATIONS:

15 v.

) 18 U.S.C. § 371 – Conspiracy;
16 SHENG THAO,
17 ANDRE JONES,
18 DAVID TRUNG DUONG, and
19 ANDY HUNG DUONG,
20 Defendants.

) 18 U.S.C. §§ 666(a)(1)(B) and (a)(2) – Bribery
Concerning Programs Receiving Federal Funds, 18
U.S.C. § 2 – Aiding and Abetting;
18 U.S.C. § 1349 – Conspiracy;
18 U.S.C. §§ 1341, 1346 – Honest Services Mail
Fraud; 18 U.S.C. § 2 – Aiding and Abetting;
18 U.S.C. §§ 1343, 1346 – Honest Services Wire
Fraud; 18 U.S.C. § 2 – Aiding and Abetting;
18 U.S.C. § 1001(a)(2) – False Statements;
18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) –
Forfeiture Allegation

) OAKLAND VENUE

21
22
23 INDICTMENT

24 The Grand Jury charges:

25 At all times relevant to this Indictment:

26 Overview

27 1. Leading up to the 2022 Oakland mayoral election, and following her election as mayor,

28 SHENG THAO engaged in a corrupt relationship with her partner ANDRE JONES, and local

INDICTMENT

1 businessmen, defendants DAVID DUONG and ANDY DUONG. As part of the corrupt relationship,
2 THAO promised to take official actions as mayor of Oakland to benefit D. DUONG and A. DUONG in
3 exchange for various benefits to THAO and JONES. Among other acts, THAO promised to commit the
4 City of Oakland to purchase housing units from D. DUONG and A. DUONG's housing company, to
5 extend the contract for D. DUONG and A. DUONG's recycling company, and to appoint senior city
6 officials selected by D. DUONG, A. DUONG, and CO-CONSPIRATOR 1, a local businessman and
7 longtime associate of D. DUONG and A. DUONG. In exchange, D. DUONG, A. DUONG, and
8 CO-CONSPIRATOR 1 promised to pay \$75,000 to fund negative mailers targeting THAO's opponents
9 in the mayoral election and to make \$300,000 in direct payments for a no-show job to JONES for the
10 benefit of THAO and JONES.

11 2. In furtherance of the corrupt relationship, D. DUONG and A. DUONG spent \$75,000 to
12 fund a negative mailer in support of THAO's campaign. Following the mayoral election, D. DUONG,
13 A. DUONG, and CO-CONSPIRATOR 1 paid \$95,000 to JONES for the benefit of JONES and THAO,
14 with the promise of additional payments. Once in office, THAO took steps to carry out her end of the
15 corrupt arrangement, including using her influence to help appoint a high-level City of Oakland official
16 selected by D. DUONG, A. DUONG, and CO-CONSPIRATOR 1, as well as other steps to benefit D.
17 DUONG and A. DUONG's housing company and recycling company.

Relevant Individuals and Entities

19 3. Defendant SHENG THAO (“THAO”) was an elected public official employed by the
20 City of Oakland. THAO was elected mayor of Oakland in November 2022 and took office in January
21 2023. From 2019 until she was elected mayor, THAO served as a member of the Oakland City Council.

22 4. Defendant ANDRE JONES (“JONES”) was THAO’s longtime romantic partner. THAO
23 and JONES resided together in Oakland.

24 5. David Duong (“D. DUONG”) was the president and CEO of a recycling company
25 (“Recycling Company”) serving the East and South Bay communities. Through contracts with the City
26 of Oakland, Recycling Company provided residential recycling collection services to Oakland
27 households. D. DUONG was also the chairman and co-owner of a company (“Housing Company”)
28 formed in 2022 to develop and manufacture prefabricated modular homes.

6. Andy Duong (“A. DUONG”) was an employee of Recycling Company and is D. DUONG’s son. A. DUONG was also a founder and co-owner of Housing Company.

7. CO-CONSPIRATOR 1 was an active member of the Oakland political community and a local businessman. CO-CONSPIRATOR 1 was also a founder and co-owner of Housing Company.

8. Housing Company was an Oakland-based company formed to develop and manufacture prefabricated modular homes for unsheltered individuals. A. DUONG and CO-CONSPIRATOR 1 were founders of Housing Company. D. DUONG was the Chairman of Housing Company. Housing Company received approximately \$1.4 million in funding from entities associated with D. DUONG.

9. Oakland is a municipality located in the Northern District of California. Oakland received more than \$10,000 in benefits from Federal programs during relevant one-year periods including during periods from July 1, 2021 to June 30, 2022 and from July 1, 2022 to June 30, 2023.

Defendants Engaged in a Corrupt Scheme and Illegal Conspiracy

10. Beginning in the lead up to the 2022 Oakland mayoral election, and continuing into 2024, THAO, JONES, D. DUONG, A. DUONG, and CO-CONSPIRATOR 1 engaged in a bribery and corruption scheme, and conspiracy to bribe THAO and obtain her commitment to use her position to influence city transactions and undertake certain official acts.

11. Beginning on an unknown date, but no later than October 7, 2022, and continuing through at least on or about June 20, 2024, THAO, JONES, D. DUONG, A. DUONG, and CO-CONSPIRATOR 1 also devised a scheme and artifice to defraud and deprive the citizens of the City of Oakland and the City of Oakland of the right to the honest and faithful services of THAO, the mayor of Oakland, through bribery and the concealment of material information. THAO, JONES, D. DUONG, A. DUONG, CO-CONSPIRATOR 1, and others, known and unknown to the Grand Jury, also conspired to commit honest services mail and wire fraud.

12. Specifically, a few weeks before the election, THAO committed to take official acts that would benefit Housing Company and Recycling Company if she became mayor in exchange for various benefits to THAO and JONES. Among other aspects of the arrangement, THAO agreed to use her position as mayor to cause the City of Oakland to purchase housing units from Housing Company, to ensure an extension of Recycling Company's contract with the City of Oakland, and to give D.

1 DUONG, A. DUONG, and CO-CONSPIRATOR 1 influence over the appointment of city officials. In
2 exchange for these commitments, THAO and JONES received benefits from D. DUONG, A. DUONG,
3 and CO-CONSPIRATOR 1, including a negative political mailer campaign funded by Recycling
4 Company to help THAO's mayoral campaign and a promise of \$300,000 in direct payments to JONES
5 in the guise of a no-show job meant to benefit THAO and JONES.

6 13. Defendants THAO, JONES, D. DUONG, and A. DUONG, along with
7 CO-CONSPIRATOR 1 and others known and unknown to the Grand Jury, agreed and conspired to
8 engage in a bribery scheme that began in or about October 2022. Each of the defendants joined the
9 conspiracy knowing that that one object of the conspiracy was to give, offer, and agree to offer bribes
10 and benefits to THAO and JONES with an intent to influence business and transactions of the City of
11 Oakland. Each of the defendants joined the conspiracy knowing that another object of the conspiracy
12 was to solicit, demand, and accept bribes with an intent that THAO would influence business and
13 transactions of the City of Oakland.

14 14. As part of the defendants' corrupt agreement, Recycling Company sent \$75,000 to
15 CO-CONSPIRATOR 1 for the purpose of designing, printing, and circulating the negative mailers in
16 support of THAO's campaign. After THAO won the mayoral election, the payments from D. DUONG,
17 A. DUONG, and CO-CONSPIRATOR 1 to JONES began: \$20,000 in December 2022 and January
18 2023; an additional \$5,000 in early April 2023; and two \$35,000 checks in April and November 2023;
19 for a total of \$95,000. Once in office, THAO took steps to benefit D. DUONG, A. DUONG, and
20 CO-CONSPIRATOR 1, including using her influence to help appoint a high-level city official and
21 taking other steps to benefit Housing Company and Recycling Company.

22 15. Defendants THAO, JONES, D. DUONG, A. DUONG, and CO-CONSPIRATOR 1
23 concealed their scheme by among other things: (1) making payments to JONES at THAO's direction to
24 avoid a paper trail to THAO; (2) misrepresenting that JONES had a legitimate job with Housing
25 Company to mask the bribery payments; (3) creating false invoices for payments from Recycling
26 Company in furtherance of the bribery scheme; and (4) failing to disclose benefits received on
27 California Form 700s.

28

Initiation of the Bribery Scheme Prior to the 2022 Mayoral Election

16. On or about October 7, 2022, CO-CONSPIRATOR 1 met with THAO and discussed an arrangement under which THAO agreed to exert her influence in several official transactions and commit official acts if she became mayor, including the City of Oakland's purchase of housing units from Housing Company. Under the arrangement, THAO agreed to take these steps and official acts in exchange for various benefits to THAO, including the funding and execution of a negative political mailer campaign against THAO's political opponents, and direct financial payments to JONES.

17. Shortly after the meeting, CO-CONSPIRATOR 1 messaged A. DUONG and described the meeting he had with THAO:

CO-CONSPIRATOR 1: Meet [sic] with Sheng

CO-CONSPIRATOR 1: She will buy 100 units

CO-CONSPIRATOR 1: If mayor

CO-CONSPIRATOR 1: One catch

A. DUONG: Guaranteed?

CO-CONSPIRATOR 1: Guarantee

CO-CONSPIRATOR 1: \$30 million contract for 100 units

A. DUONG: Ok

CO-CONSPIRATOR 1: \$300k contract

A. DUONG: Need to get close with [Individual] too for you

A. DUONG: Your chance is here

CO-CONSPIRATOR 1: Yeah

CO-CONSPIRATOR 1: Sheng is going to call you re \$\$

A. DUONG: Lol

A. DUONG: What money?

CO-CONSPIRATOR 1: She needs she said

CO-CONSPIRATOR 1: I said you are committees

CO-CONSPIRATOR 1: Committed

CO-CONSPIRATOR 1: But she will call you heads up

1 A. DUONG: Are you sure?

2 CO-CONSPIRATOR 1: Pretty certain

3 CO-CONSPIRATOR 1: 110 percent

4 18. On or about October 8, 2022, THAO sent CO-CONSPIRATOR 1 a text message
 5 containing JONES' phone number, after which JONES and CO-CONSPIRATOR 1 began
 6 communicating through text messages and phone calls.

7 19. On or about October 11, 2022, CO-CONSPIRATOR 1, A. DUONG, and THAO met in
 8 person at a fundraiser for THAO where they further discussed and finalized the bribery scheme. During
 9 that conversation, THAO agreed with A. DUONG and CO-CONSPIRATOR 1 that if she became
 10 mayor, she would commit the following official acts: (1) she would cause the City of Oakland to
 11 purchase housing units from Housing Company; (2) she would use her influence to help appoint
 12 CO-CONSPIRATOR 1 and A. DUONG's choices for Director-level political appointees for the City;
 13 (3) and she would extend Recycling Company's recycling contract. In exchange, A. DUONG and
 14 CO-CONSPIRATOR 1 agreed to produce and finance a negative mailer campaign targeting THAO's
 15 opponents in the 2022 mayoral election and to pay \$300,000 to THAO's longtime partner JONES for a
 16 no-show job at Housing Company. During this meeting, THAO agreed to send CO-CONSPIRATOR 1
 17 various materials to help with the negative mailer campaign.

18 Recycling Company Funds the Negative Mailer Campaign

19 20. After the October 11, 2022, meeting, D. DUONG agreed to contribute \$75,000 in support
 20 of a negative mailer campaign in support of THAO. On or about October 12, 2022,
 21 CO-CONSPIRATOR 1 reached out to a local print shop to initiate the commission of negative mailers
 22 targeting THAO's opponents in the mayoral race.

23 21. On or about October 12, 2022, THAO sent text messages to JONES, which stated: "Hey
 24 do you have what [CO-CONSPIRATOR 1] needs? He's asking for it" and "Pls pls connect with him."

25 22. On or about October 17, 2022, a \$75,000 check from Recycling Company was deposited
 26 into CO-CONSPIRATOR 1's bank account to pay for the mailers.

27 23. On or about November 1, 2022, negative mailers commissioned by

1 CO-CONSPIRATOR 1 were sent out to Oakland voters targeting THAO's main opponents in the
 2 election. That same day, CO-CONSPIRATOR 1 sent text messages to THAO and JONES with links to
 3 a website associated with his negative mailer campaign.

4 24. The mayoral election was held on November 8, 2022. THAO was declared the winner on
 5 or about November 21, 2022. She was inaugurated and took office on or about January 9, 2023.

6 After the Election the Bribery Scheme Continues

7 25. On or about November 18, 2022, A. DUONG and CO-CONSPIRATOR 1 exchanged
 8 messages regarding the mayoral election. When it became evident that THAO was going to win the
 9 mayoral race and that another individual was winning the race to be Alameda County District Attorney,
 10 CO-CONSPIRATOR 1 texted "So we may go to jail... But we are \$100 million dollars richer."
 11 A. DUONG replied, "Money buys everything" and CO-CONSPIRATOR 1 replied, "You are right!...
 12 Plus we have a 10 year extension to [Recycling Company]."

13 26. On or about December 7, 2022, THAO, JONES, A. DUONG, and
 14 CO-CONSPIRATOR 1 met at a restaurant in San Leandro, California ("December 7 meeting") to
 15 further discuss the bribery scheme. During this meeting, THAO and JONES requested that A. DUONG
 16 and CO-CONSPIRATOR 1 begin making payments to JONES.

17 27. Within days of the December 7 meeting, CO-CONSPIRATOR 1 began writing checks to
 18 JONES in furtherance of the bribery scheme. On or about December 14, 2022, JONES cashed a \$2,500
 19 check drawn from CO-CONSPIRATOR 1's bank account. On or about December 19, 2022, JONES
 20 deposited a \$5,000 check from CO-CONSPIRATOR 1's bank account. On or about December 22,
 21 2022, JONES cashed a \$2,500 check from CO-CONSPIRATOR 1's bank account. On or about January
 22 4, 2023, JONES deposited a \$5,000 check from CO-CONSPIRATOR 1's bank account.

23 28. On or about December 14, 2022, CO-CONSPIRATOR 1 messaged A. DUONG and said
 24 "I gave the \$20 k to Andre Jones as a loan – FYI."

25 29. On or about January 23, 2023, JONES deposited another \$5,000 check from
 26 CO-CONSPIRATOR 1's bank account.

27 March 9, 2023 Meeting

28 30. On or about March 9, 2023, THAO, JONES, D. DUONG, A. DUONG, and

1 CO-CONSPIRATOR 1 attended a dinner meeting at a restaurant in Berkeley, California (“March 9
2 meeting”). During the meeting, THAO asked for additional money upfront in furtherance of the bribery
3 scheme and the parties discussed an updated arrangement whereby JONES would receive up to \$3
4 million dollars, instead of the \$300,000 as originally agreed, if Oakland purchased 300 housing units
5 from Housing Company. During the meeting, THAO proposed using the City of Oakland’s emergency
6 powers to make it easier to buy the housing units on behalf of Oakland, without needing to use a
7 competitive bidding process.

8 31. On or about March 26, 2023, CO-CONSPIRATOR 1 and A. DUONG messaged
9 regarding the bribery agreement that had been discussed with THAO, JONES, and D. DUONG at the
10 March 9 meeting. During this text exchange, CO-CONSPIRATOR 1 sent to A. DUONG the following
11 summary of the agreement to A. DUONG:

Deal Points for Sheng Thao :: Election :: Post Election ::

We will invest \$75k cash to hit voters with mailers – [Recycling Company]

We will advance \$40k cash to complete mailers, design and website – [CO-CONSPIRATOR 1] – we may recover in the future

We produced and sent mailers for 68,000 households x 3

We produce websites / TaylorFraud.com and StopIgnacio.com

For:

The purchase of 300 of our modular units at a price point of \$300,000 each FOB at Oakland

AJ will be part of development team paid \$300k flat on sale of units – contract maybe renew for other clients

We will get a 10 year extension for [Recycling Company] from Mayor staff. We will also add a 10 year extension for [Manufacturing Company].

We will get land deal at Army base done from Mayor staff
One appointment to Port of Oakland commission

One appointment to Port of Oakland commission Appointments to 1. Public Works 2. Building and

Appointments to 1. Public Works 2. Building and Permits 3. Housing and 4. City administrators office

After sending the above message, CO-CONSPIR

32. After sending the above message, CO-CONSPIRATOR 1 messaged A. DUONG and said
33. “... Am I missing some thing?” and then CO-CONSPIRATOR 1 wrote “We are missing
34. communications assignments.” In response, A. DUONG wrote, “Not missing” and “All right,”
35. confirming the contents of the message as the terms of the arrangement. CO-CONSPIRATOR 1 then
36. asked if they should share the summary of the arrangement with “David,” a reference to D. DUONG,

1 and A. DUONG responded and said that "David knows already," and that A. DUONG had shared it with
 2 him numerous times.

3 JONES Receives Additional Payments from the Co-Conspirators

4 33. On or about April 4, 2023, JONES deposited a \$5,000 check from
 5 CO-CONSPIRATOR 1's bank account.

6 34. On or about April 11, 2023, CO-CONSPIRATOR 1 sent A. DUONG a message that read
 7 "Compensation Package for [Housing Company] – AJ Systems Solutions." The message went on to
 8 say:

9 [Housing Company] will pay consultant:

10 A draw against future earnings of \$35,000 USD within 7 days of
 11 completion of mutually agreed independent contractor agreement.

12 Recognition of prior draws in the amounts of \$5,000 and \$20,000 for a
 13 total of \$25,000 were paid towards the future earnings.

14 For successful completion in the sale of up to 300 units of housing a
 15 payment of \$300,000 minus prior draws as a base payment.

16 Additionally, for successful sales of units at a price point of \$299,000 or
 17 more would earn a bonus of \$10,000 per unit sold and due to you due and
 18 payable to you for each 100 units sold by the company on units you
 19 assisted for such sale. The bonus requires the sale of 300 units and the
 20 sales price of \$299,000 or above to qualify.

21 35. On or about April 16, 2023, D. DUONG and JONES met in person. On or about April
 22 18, 2023, D. DUONG messaged CO-CONSPIRATOR 1 and A. DUONG and told
 23 CO-CONSPIRATOR 1 to "please call AJ tell him we just finished out meeting and we decided to give
 24 home [sic] what he asked you for but he need to sign before fund."

25 36. On or about April 28, 2023, JONES deposited a \$35,000 check drawn from Housing
 26 Company's bank account, and the deposit of that check caused the interstate transmission of wire
 27 communications.

28 THAO Influenced the Appointment of a City Official

29 37. In or around the fall of 2022, CO-CONSPIRATOR 1 began discussing City Employee 1
 30 with A. DUONG and THAO as a potential candidate for a high-level position within the City of
 31 Oakland, pursuant to the bribery deal negotiated with THAO. A. DUONG and CO-CONSPIRATOR 1

1 wanted City Employee 1 to obtain a high-level position within the City of Oakland because they
2 believed City Employee 1 could help obtain funding for Housing Company and benefit Recycling
3 Company.

4 38. On or about January 28, 2023, THAO called City Employee 1 and they spoke for over
5 five minutes.

6 39. On or about February 6, 2023, CO-CONSPIRATOR 1 and A. DUONG exchanged text
7 messages regarding City Employee 1. CO-CONSPIRATOR 1 messaged A. DUONG and asked for
8 dates to “Have [City Employee 1] come to have lunch at [Recycling Company] with [D. DUONG] and
9 Family if you wish to have him” and “Take [City Employee 1] to party.” Later the same day,
10 CO-CONSPIRATOR 1 said, “He needs to say that he is on board with [Recycling Company].... And
11 the appointment is the direct result of the lobbying taking place.” CO-CONSPIRATOR 1 later said,
12 “[Recycling Company] extension and Army Base deal are priorities he said he knows and will deliver.”
13 That same day, A. DUONG asked CO-CONSPIRATOR 1 what positions City Employee 1 held before
14 working at the city and asked CO-CONSPIRATOR 1 whether City Employee 1 had “asked for the
15 appointment,” or whether CO-CONSPIRATOR 1 just “wanted him.” CO-CONSPIRATOR 1 stated that
16 “I wanted him because while at the City he make [sic] sure my projects got done and grants were given
17 to me.”

18 40. On or about February 16, 2023, City Employee 1 met with D. DUONG, A. DUONG, and
19 another member of the Duong family at the Recycling Company offices, followed by a lunch. On or
20 about February 17, 2023, City Employee 1 attended a dinner with CO-CONSPIRATOR 1 and
21 A. DUONG.

22 41. On or about February 23, 2023, CO-CONSPIRATOR 1 messaged City Employee 1 and
23 said, “Good meeting today with Andre Jones about you today.” Phone records indicate that
24 CO-CONSPIRATOR 1 and JONES spoke earlier that same day.

25 42. During the March 9 meeting, THAO discussed appointing City Employee 1 to be the
26 Director of the City of Oakland’s Housing and Community Development Department (HCD). The night
27 of the March 9 meeting, THAO called the City of Oakland’s Interim City Administrator (“Interim City
28 Administrator”). On March 10, 2023 the Interim City Administrator appointed City Employee 1 to be

1 the Interim Deputy Director of HCD.

2 43. THAO took active steps to advocate for and ultimately influence City Employee 1's
3 appointment to a high-level position within the City of Oakland. The City Administrator of Oakland has
4 the ultimate authority to appoint certain city department officials. However, under the Oakland City
5 Charter, the Mayor is entitled to appoint and remove the City Administrator and "give direction to the
6 City Administrator." In practice, the Mayor frequently expresses opinions and recommendations to the
7 City Administrator regarding hiring decisions, including appointments for department officials.

8 44. Beginning in early 2023, THAO expressed to the Interim City Administrator and a
9 member of her staff (City Employee 2) that she wanted City Employee 1 to be appointed to a director
10 level position within the administration. The Interim City Administrator did not believe the experience
11 of City Employee 1 qualified that person for a director-level position. However, based on THAO's
12 influence and direction, the Interim City Administrator appointed City Employee 1 as the Interim
13 Deputy Director of HCD.

THAO Meets with Housing Company Representatives

15 45. On or about April 14, 2023, a Housing Company employee (HC Employee) emailed and
16 text messaged THAO requesting a meeting to discuss Housing Company. On or about April 28, 2023,
17 HC Employee sent another email asking to schedule a meeting. THAO forwarded the email from HC
18 Employee to her scheduler and City Employee 2 and asked her scheduler to set up a virtual meeting with
19 HC Employee to discuss Housing Company. On or about May 30, 2023, THAO attended a virtual
20 meeting to discuss Housing Company with HC Employee and City Employee 2.

THAO Travels to Vietnam with D. DUONG and A. DUONG

22 46. In approximately late July and early August 2023, a business association closely
23 connected to D. DUONG and A. DUONG (Business Association) hosted a trade delegation trip to
24 Vietnam. Business Association has close ties with Recycling Company and the DUONGs, and has
25 received funding from entities associated with the DUONGs. D. DUONG is the Chairman of Business
26 Association, and Business Association shares an office space with Recycling Company. D. DUONG, A.
27 DUONG, THAO, JONES, and a number of other public officials from the Bay Area attended the trip.

28 47. The Port of Oakland reimbursed Business Association for a portion of the expenses

1 associated with THAO's trip, which included business class airfare, several nights in hotels, and money
 2 for meals. Sponsors associated with Business Association paid for approximately \$4,000 in expenses
 3 related to THAO's trip, which it labeled as a "discount" for THAO's trip. Sponsors associated with
 4 Business Association also paid for JONES and another family member's trips, as well as several City
 5 employees invited by THAO, the cost of which totaled tens of thousands of dollars.

6 November 28, 2023 Housing Company Board Meeting

7 48. On or about November 28, 2023, during a meeting of the members of the board of
 8 Housing Company, D. DUONG, A. DUONG, and CO-CONSPIRATOR 1 discussed the bribery
 9 arrangement with THAO and JONES. The conversation was recorded.

10 49. During the meeting, D. DUONG stated that he had talked to THAO and she wasn't ready
 11 to purchase the housing units from Housing Company yet, and instead was waiting for another
 12 government entity to order first. CO-CONSPIRATOR 1 stated that this did not accord with the deal that
 13 had been made between THAO, JONES, D. DUONG, A. DUONG and CO-CONSPIRATOR 1. D.
 14 DUONG responded that "the deal is the deal," but went on to tell CO-CONSPIRATOR 1 that if he
 15 wanted THAO to deliver, he needed to help her make that happen so she did not have any "liability" or
 16 "trouble" later. D. DUONG went on to say that "It's not because I promise you, so yah I will go to jail
 17 for this. You know that. People don't promise and die because of their promise." Later D. DUONG
 18 stated that although THAO wasn't going to "make the first move," she was going to "keep her promise."
 19 D. DUONG further stated that he asked THAO to get the Oakland City Administrator ("City
 20 Administrator") to visit Housing Company and said that THAO responded "yes, anytime." Specifically,
 21 D. DUONG said: "I asked her to get [City Administrator] down here and she said yes, anytime. That
 22 means she has that input. She has control."

23 JONES Receives an Additional \$35,000 Check from Housing Company

24 50. One day after the Housing Company board meeting on November 28, 2023, on
 25 November 29, 2023, D. DUONG and JONES met in person. The same day, JONES deposited into his
 26 bank account an additional \$35,000 check from Housing Company, and the deposit of that check caused
 27 the interstate transmission of wire communications.

28

THAO Directs the Oakland City Administrator to Visit Housing Company

2 51. On or about October 26, 2023, THAO called D. DUONG and they had an approximately
3 seven-minute call. On or about October 31, 2023, THAO messaged D. DUONG and the City
4 Administrator. THAO introduced D. DUONG and the City Administrator and told the City
5 Administrator that D. DUONG would like to have a meeting with him. Following the introduction, D.
6 DUONG and City Administrator had an introductory phone call.

7 52. In approximately November 2023, THAO told City Administrator to reach out to D.
8 DUONG again. On or about November 17, 2023, City Administrator messaged D. DUONG and asked
9 to meet with him in early December.

10 53. On or about January 4, 2024, THAO messaged City Administrator and directed him to set
11 up a time to visit Housing Company. City Administrator toured Housing Company on or about January
12 7, 2024. D. DUONG and CO-CONSPIRATOR 1 were present during City Administrator's tour.

THAO Benefitted from the Payments to JONES

14 54. In total, between December 2022 and November 2023, JONES received a total of
15 \$95,000 from CO-CONSPIRATOR 1 and Housing Company.

16 55. THAO benefitted from these payments to JONES. Financial records indicate that from
17 approximately December 2021 through April 2022, THAO paid the monthly rent for THAO and
18 JONES's shared residence. From approximately May 2022 to December 2022, before JONES began
19 receiving payments as a result of the bribery scheme, THAO and JONES both contributed to the
20 monthly rent payments. Starting in January 2023, soon after JONES began receiving payments from
21 CO-CONSPIRATOR 1, and through at least June 2024, JONES paid the entirety of their rent. In
22 addition, beginning in January 2023, JONES increased his contribution to, or paid the entirety of, shared
23 bills with THAO, including household utility bills and mobile phone bills.

A. DUONG Lies to Federal Agents

56. On or about June 20, 2024, A. DUONG participated in an approximately three-hour
interview with agents from the Federal Bureau of Investigation (FBI). The agents told A. DUONG at
the beginning of the interview that it was a crime to lie to the FBI.

28 57. During the interview, FBI agents asked A. DUONG on three separate occasions if he was

1 aware of any payments made to JONES from Housing Company or people associated with Housing
2 Company. Each time, A. DUONG answered that he had no knowledge of JONES ever receiving
3 payments from Housing Company or anyone associated with Housing Company. A. DUONG also told
4 agents that he never spoke to JONES regarding Housing Company, and that he does not “deal with
5 Andre Jones for anything.” These statements made to the agents were false, and A. DUONG knew that
6 CO-CONSPIRATOR 1 and Housing Company had made several payments to JONES.

7 58. At the end of the interview, A. DUONG was again told that it was a crime to lie to the
8 FBI and asked if he wanted to correct anything. He declined to do so.

9 | COUNT ONE: (18 U.S.C. § 371 – Conspiracy)

10 59. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
11 forth herein.

12 60. Beginning on an unknown date, but no later than October 7, 2022, and continuing
13 through at least on or about June 20, 2024, in the Northern District of California and elsewhere, the
14 defendants,

SHENG THAO,
ANDRE JONES,
DAVID TRUNG DUONG, and
ANDY HUNG DUONG,

18 did knowingly and intentionally conspire with each other, CO-CONSPIRATOR 1, and others, known
19 and unknown to the Grand Jury, to commit offenses against the United States, namely to commit bribery
20 of an official of a local government that received funds under a federal program in violation of Title 18,
21 United States Code, Sections 666(a)(1)(B) and (a)(2).

22 61. It was a part and an object of the conspiracy that THAO and JONES, and others known
23 and unknown to the Grand Jury, directly and indirectly, would and did corruptly solicit, demand, accept,
24 and agree to accept a thing of value from any person, intending to be influenced in connection with any
25 business, transaction, or series of transactions involving a thing of value of \$5,000 or more before the
26 City of Oakland, which, in a one-year period, received benefits in excess of \$10,000 under a federal
27 program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal
28 assistance, in violation of 18, United States Code, Section 666(a)(1)(B).

1 62. It was a further part and an object of the conspiracy that D. DUONG, A. DUONG, and
2 CO-CONSPIRATOR 1, and others known and unknown to the Grand Jury, directly and indirectly,
3 would and did corruptly give, offer, and agree to give a thing of value to THAO, intending to influence
4 THAO in connection with any business, transaction, or series of transactions involving a thing of value
5 of \$5,000 or more before the City of Oakland, which, in a one-year period, received benefits in excess of
6 \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and
7 other form of federal assistance, in violation of 18, United States Code, Section 666(a)(2).

8 63. To further the conspiracy and effect the objects thereof, THAO, JONES, D. DUONG,
9 A. DUONG, and CO-CONSPIRATOR 1, and others, known and unknown to the Grand Jury, committed
10 following overt acts, each in the Northern District of California:

- 11 a. In or around October 2022, A. DUONG and D. DUONG caused a payment of \$75,000
12 from Recycling Company to CO-CONSPIRATOR 1 to fund the negative mailers in
13 support of THAO's mayoral campaign.
- 14 b. In or around October and November 2022, CO-CONSPIRATOR 1 arranged for the
15 production and circulation of negative mailers in support of THAO's mayoral campaign.
- 16 c. On or about November 1, 2022, CO-CONSPIRATOR 1 caused the mailers to be sent, via
17 the United States Postal Service, to residents of Oakland.
- 18 d. In or around December 2022 and January 2023, CO-CONSPIRATOR 1 made payments
19 to JONES totaling \$20,000 in furtherance of the bribery scheme.
- 20 e. In or around February and March 2023, THAO exerted her influence as Mayor of
21 Oakland to ensure an individual preferred by D. DUONG, A. DUONG, and
22 CO-CONSPIRATOR 1 obtained a high-level position in the City of Oakland Housing
23 and Community Development Department.
- 24 f. On or about April 4, 2023, CO-CONSPIRATOR 1 made a payment of \$5,000 to JONES
25 in furtherance of the bribery scheme.
- 26 g. On or about April 28, 2023, Housing Company made a payment of \$35,000 to JONES in
27 furtherance of the bribery scheme.
- 28 h. In or around July and August of 2023, THAO attended a trade delegation trip to Vietnam

1 sponsored by Business Association, which was closely associated with D. DUONG and
 2 A. DUONG. Business Association sponsored a portion of the expenses associated with
 3 THAO's trip and also paid for JONES' trip expenses, as well as the trip expenses for
 4 other City of Oakland officials.

- 5 i. On or about October 31, 2023, THAO sent a text message to D. DUONG and City
 6 Administrator and encouraged the City Administrator to have further discussions with D.
 7 DUONG to further Housing Company' and Recycling Company's business interests.
- 8 j. On or about November 29, 2023, Housing Company made a payment of \$35,000 to
 9 JONES in furtherance of the bribery scheme.
- 10 k. On or about January 5, 2024, THAO instructed City Administrator to take a tour of
 11 Housing Company. On or about January 7, 2024, D. DUONG hosted City Administrator
 12 for the tour of Housing Company.
- 13 l. On or about May 14, 2024, D. DUONG signed and sent a letter to the City of Oakland
 14 seeking a 10-year extension of the contract between the City and Recycling Company.
 15 All in violation of Title 18, United States Code, Section 371.

16 COUNT TWO: (18 U.S.C. § 666(a)(1)(B) – Bribery Concerning Programs Receiving Federal
 17 Funds); (18 U.S.C. § 2 – Aiding and Abetting)

18 64. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
 19 forth herein.

20 65. Beginning on an unknown date, but no later than October 7, 2022, and continuing
 21 through at least on or about June 20, 2024, in the Northern District of California and elsewhere, the
 22 defendants,

23 SHENG THAO, and
 24 ANDRE JONES,

25 did corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything
 26 of value from any person, intending for THAO, as mayor of the City of Oakland, to be influenced and
 27 rewarded in connection with any business, transaction, or series of transactions involving a thing of
 28 value of \$5,000 or more before the City of Oakland, which, in a one-year period, received benefits in

1 excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee,
2 insurance, and other form of federal assistance, and did abet and abet the same offense.

3 66. Specifically, THAO and JONES solicited and accepted things of value from another
4 person, including but not limited to \$95,000 in payments made to JONES with the promise of additional
5 payments and the benefit of a negative mailer campaign costing approximately \$75,000 in support of
6 THAO’s mayoral campaign, such benefits and payments intended to influence THAO, including in
7 connection with City of Oakland business and transactions involving the purchase of housing units from
8 Housing Company, the appointment of preferred candidates to official positions, and the extension of
9 Recycling Company’s contract with the City of Oakland.

All in violation of 18, United States Code, Sections 666(a)(1)(B) and 2.

COUNT THREE: (18 U.S.C. § 666(a)(2) – Bribery Concerning Programs Receiving Federal Funds); (18 U.S.C. § 2 – Aiding and Abetting)

67. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set forth herein.

68. Beginning on an unknown date, but no later than October 7, 2022, and continuing through at least on or about June 20, 2024, in the Northern District of California and elsewhere, the defendants,

DAVID TRUNG DUONG, and
ANDY HUNG DUONG

corruptly gave, offered, and agreed to give anything of value to any person, with intent to influence or reward an agent of a local government, to wit, the City of Oakland, in connection with any business, transaction, or series of transactions involving a thing of value of \$5,000 or more before the City of Oakland, which, in a one-year period, received benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance. Specifically, D. DUONG and A. DUONG gave, offered, and agreed to give, including but not limited to, \$95,000 in payments with the promise of additional payments and the benefit of a negative mailer campaign costing approximately \$75,000 in support of THAO's mayoral campaign with the intent to influence THAO in the City of Oakland's purchase of housing units from Housing Company, the

1 appointment of preferred candidates to official positions, and the extension of Recycling Company's
 2 contract with the City of Oakland.

3 All in violation of 18, United States Code, Sections 666(a)(2) and 2.

4 COUNT FOUR: (18 U.S.C. § 1349 – Conspiracy to Commit Honest Services Mail Fraud and
 5 Honest Services Wire Fraud)

6 69. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
 7 forth herein.

8 70. Beginning on an unknown date, but no later than October 7, 2022, and continuing
 9 through at least on or about June 20, 2024, in the Northern District of California and elsewhere, the
 10 defendants,

11 SHENG THAO,
 12 ANDRE JONES,
 13 DAVID TRUNG DUONG, and
 14 ANDY HUNG DUONG,
 15

16 did knowingly conspire and agree with each other and CO-CONSPIRATOR 1, and others known and
 17 unknown to the Grand Jury, to commit honest services mail fraud and wire fraud, and was a part and an
 18 object of the conspiracy that the conspirators, having devised and intended to devise a scheme and
 19 artifice to defraud and deprive the people of Oakland of their intangible right to THAO's honest services
 20 as Mayor of Oakland through bribery in breach of THAO's fiduciary duty, would and did place and
 21 cause items to be placed in an authorized depository for mail to be sent and delivered by the United
 22 States Postal Service, in violation of Title 18 United States Code, Sections 1341 and 1346, and
 23 transmitted and caused to be transmitted wire communications in interstate commerce for the purpose of
 24 executing the scheme and artifice to defraud in violation of Title 18 United States Code, Sections 1343
 25 and 1346.

26 All in violation of Title 18, United States Code, Section 1349.

27 COUNT FIVE: (18 U.S.C. § 1341 – Honest Services Mail Fraud); (18 U.S.C. § 2 – Aiding and
 28 Abetting)

29 71. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
 30 forth herein.

72. Beginning on an unknown date, but no later than October 7, 2022, and continuing through at least on or about June 20, 2024, in the Northern District of California and elsewhere, defendants

SHENG THAO,
ANDRE JONES,
DAVID TRUNG DUONG, and
ANDY HUNG DUONG,

7 knowingly and with the intent to defraud devised, intended to devise, participated in, and executed a
8 scheme and artifice to defraud the public of its right to the honest services of SHENG THAO as the
9 Mayor of Oakland by means of bribery, kickbacks, materially false and fraudulent pretenses, and the
10 concealment of material facts, and for the purpose of executing the aforementioned scheme and artifice
11 to defraud and attempting to do so, did knowingly deposit and cause items to be deposited in an
12 authorized depository for mail to be sent and delivered by the United States Postal Service, specifically
13 the mailing of negative campaign mailers regarding THAO's opponents in the November 2022 Oakland
14 mayoral election mailed to Oakland residents by U.S. Mail on or about November 1, 2022.

All in violation of Title 18, United States Code, Sections 1341 and 1346.

16 COUNT SIX: (18 U.S.C. § 1343 – Honest Services Wire Fraud); (18 U.S.C. § 2 – Aiding and Abetting)

17 73. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
18 forth herein.

19 74. Beginning on an unknown date, but no later than October 7, 2022, and continuing
20 through at least on or about June 20, 2024, in the Northern District of California and elsewhere,
21 defendants

SHENG THAO,
ANDRE JONES,
DAVID TRUNG DUONG, and
ANDY HUNG DUONG,

25 knowingly and with the intent to defraud devised, intended to devise, participated in, and executed a
26 scheme and artifice to defraud the public of its right to the honest services of SHENG THAO as the
27 Mayor of Oakland by means of bribery, kickbacks, materially false and fraudulent pretenses, and the
28 concealment of material facts, and for the purpose of executing the aforementioned scheme and artifice

1 to defraud and attempting to do so, transmitted and caused to be transmitted wire communications in
 2 interstate commerce for the purpose of executing the scheme and artifice to defraud, specifically
 3 interstate wire transmissions caused by the deposit of a \$35,000 check made out to JONES drawn on a
 4 Housing Company bank account on or about April 28, 2023.

5 All in violation of Title 18, United States Code, Sections 1343 and 1346.

6 COUNT SEVEN: (18 U.S.C. § 1343 – Honest Services Wire Fraud); (18 U.S.C. § 2 – Aiding and
 7 Abetting)

8 75. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
 9 forth herein.

10 76. Beginning on an unknown date, but no later than October 7, 2022, and continuing
 11 through at least on or about June 20, 2024, in the Northern District of California and elsewhere,
 12 defendants

13 SHENG THAO,
 14 ANDRE JONES,
 DAVID TRUNG DUONG, and
 ANDY HUNG DUONG,

15 knowingly and with the intent to defraud devised, intended to devise, participated in, and executed a
 16 scheme and artifice to defraud the public of its right to the honest services of SHENG THAO as the
 17 Mayor of Oakland by means of bribery, kickbacks, materially false and fraudulent pretenses, and the
 18 concealment of material facts, and for the purpose of executing the aforementioned scheme and artifice
 19 to defraud and attempting to do so, transmitted and caused to be transmitted wire communications in
 20 interstate commerce for the purpose of executing the scheme and artifice to defraud, specifically
 21 interstate wire transmissions caused by the deposit of a \$35,000 check made out to JONES drawn on a
 22 Housing Company bank account on or about November 29, 2023.

23 All in violation of Title 18, United States Code, Sections 1343 and 1346.

24 COUNT EIGHT: (18 U.S.C. § 1001(a)(2) – False Statements to a Government Agency)

25 77. Paragraphs 1 to 58 are hereby re-alleged and incorporated by reference as if fully set
 26 forth herein.

27 //

78. On or about June 20, 2024, in the Northern District of California, the defendant,
ANDY HUNG DUONG
willfully and knowingly make materially false, fictitious, or fraudulent statements and
representations in a matter within the jurisdiction of the executive branch of the Government of the
United States, specifically an investigation by the Federal Bureau of Investigation, by stating that he had
knowledge of JONES ever receiving payments from Housing Company, that he never spoke to
S regarding Housing Company, and that he does not “deal with Andre Jones for anything.” These
statements and representations were false because, as A. DUONG then and there knew, Housing
Company had made multiple payments to JONES, Housing Company had entered into a contract with
S, and A. DUONG had had multiple discussions with JONES regarding Housing Company.

All in violation of 18, United States Code, Section 1001(a)(2).

FORFEITURE ALLEGATION: (18 U.S.C. § 981 and 28 U.S.C. § 2461)

The allegations contained in this Indictment are re-alleged and incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981 and Title 28, United States Code, Section 2461.

79. Upon conviction for any offense set forth above in this Indictment, the defendants,

SHENG THAO,
ANDRE JONES,
DAVID TRUNG DUONG, and
ANDY HUNG DUONG,

shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all property, real or personal, constituting or derived from proceeds obtained directly and indirectly as the result of the violation, including but not limited to a forfeiture money judgment.

If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or

1 e. has been commingled with other property which cannot be divided without
2 difficulty,

3 the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21,
4 United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

5 All pursuant to Title 18, United States Code, Section 981, Title 28, United States Code,
6 Section 2461, and Federal Rule of Criminal Procedure 32.2.

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8 DATED: January 9, 2025

A TRUE BILL.



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FOREPERSON

PATRICK D. ROBBINS
Attorney for the United States
Acting under Authority Conferred by 28 U.S.C. § 515

15 /s/
16 MOLLY K. PRIEDEMAN
17 ABRAHAM FINE
18 LLOYD FARNHAM
19 Assistant United States Attorneys
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